

Monticello

Monticello, Iowa, Public Safety Assn. (Police)

7/1/2004 6/30/2007

**COLLECTIVE BARGAINING
AGREEMENT**

CITY OF MONTICELLO

AND

**MONTICELLO PUBLIC
SAFETY ASSOCIATION
2004**

MONTICELLO/MONTICELLO IOWA PUBLIC SAFETY ASSOCIATION FOR FISCAL
YEAR BEGINNING JULY 1, 2004 THROUGH JUNE 30, 2007
COLLECTIVE BARGAINING

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AGREEMENT

This Agreement is entered into and made between the City of Monticello and the City of Monticello, Iowa Public Safety Employees Association, affiliated with Janet Haynie, LTD.

PREAMBLE

This Agreement is executed by the City of Monticello, hereinafter called the Employer, and the City of Monticello Iowa Employees Associations, affiliated with Janet Haynie, LTD. to hereinafter called the Association.

ARTICLE 1

Recognition

Section 1. The employer recognizes the Association as the sole and exclusive bargaining representative for those employees of the City of Monticello, Iowa in the following bargaining unit pursuant to Order of Certification dated November 16, 1993, in PERB Case No. 5001, to-wit:

Included: All full-time and part-time sworn police officers and dispatchers.

Excluded: Chief, Assistant Chief/Captain, Communication Lieutenant and all others excluded in Chapter 20, Code of Iowa.

COLLECTIVE BARGAINING

The purpose of this agreement is to establish and maintain harmonious collective bargaining relations between the employer and the union, and to provide for the peaceful adjustment of any differences which may arise between them respecting the application of articles of this agreement.

EMPLOYEE GOOD FAITH

All employees covered hereby shall, in good faith, respect the provisions of this agreement and cooperate with the employer and the Association in the enforcement of the terms hereof.

ARTICLE 2

Management Rights

Section 1. In addition to all power, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

(a) the right to manage the Employer's operations and to direct the working force;

(b) the right to hire employees;

(c) the right to maintain order and efficiency;

(d) the right to extend, maintain, curtail, or terminate operations of the Employer;

(e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;

(f) the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

(g) the right to create, modify, and terminate departments, job classification and job duties;

(h) the right to transfer, promote and demote employees;

(i) the right to discipline;

(j) the right to suspend and discharge employees for proper cause;

(k) the right to lay off;

(l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the employer at any time; and

(m) The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will

not be used for the purpose of discriminating against any employee because of membership or non-membership in the Association.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 3

Association Rights and Responsibilities

Section 1. The Association recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

(a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

(b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the employer; and,

(c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Association, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination or favoritism by the Employer or the Association because of membership or of non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

ARTICLE 4

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Association agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this article or of Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meeting, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the provisions of the Act shall apply.

ARTICLE 5

Safety

Section 1. Reasonable Provisions. The public employer shall continue to make all reasonable provisions for the safety of its employees.

Section 2. Protective Equipment. Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the Public Employer, and the use of such equipment and devices shall be mandatory.

Section 3. Employee Conduct. The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale, and good public image.

Section 4. Care of Equipment: It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment including, but not limited to, safety equipment and vehicles used by City employees in the performance of their jobs.

Section 5. Safety Violations. Any violation by employees of City Policies intended to implement Federal OSHA, State, or City Safety rules and regulations shall be subject to disciplinary action under this Collective Bargaining Agreement. However, any knowing or intentional serious violations (as classified by Federal or State Regulations) committed by an employee may result in termination for cause, upon first offense.

ARTICLE 6

Seniority

Section 1. Applicability. Seniority rights for all employees shall prevail under this agreement, unless specifically noted otherwise in this Agreement.

Section 2. Seniority Administration. Employees shall acquire regular status and seniority after completion of 90 working days.

Section 3. Seniority. Once the probationary period is completed, will be retroactive to the date of hire, and shall be considered that period of continuous employment by an employee, commencing with the date of employment.

Section 4. If two or more employees are employed on the same date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

Section 5. An employee shall lose seniority rights upon termination, or upon lay-off for a period longer than eighteen (18) months, or upon failing to work within fourteen (14) days after written notice to recall is mailed by United States certified mail with return receipt requested to the employee's last known address, or upon absence from work for two (2) consecutive workdays without approval by the Employer.

Section 6. The Employer shall submit a seniority list of all employees in this bargaining unit to the Association on or before July 15th of each year under this contract.

ARTICLE 7

Procedure for Staff Reduction

Section 1. The decision to implement reductions in noncivil service staff or work hours belongs solely and exclusively to the Employer. If it becomes necessary to shorten hours or reduce the staff of any department, the employer agrees that quality of job performance, length of service and general value to the City will weigh heavily in the decision to retain or release individual personnel. The Employer shall also consider qualifications, ability to perform and physical fitness, and if these criteria are equal between or among affected employees, seniority shall govern. In any case, probationary employees will be laid off first.

Section 2. Those employees to be laid off will be notified thereof in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address during layoff. If the employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 4. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specified date of recall, in which case the employee shall report on said later effective date.

ARTICLE 8

Discipline and Termination

Section 1. Just Cause/Required Rules of Conduct. The public Employer shall not discharge, suspend or give disciplinary layoff to any employee without just cause.

Section 2. Further, it is recognized that for the benefit of employees and to protect the rights of the Employer, certain regulations must be observed by all employees.

Section 3. Such Rules of Conduct are included in the employer's Employment Policy Manual which will be made available to the Association upon request.

Section 4. Management Right to Disciplinary Action. The Public Employer shall maintain the right to apply progressive corrective discipline which will

include the use of written warning, suspension, and termination. Any violation of the Employer's Rules of Conduct may be sufficient cause for disciplinary action.

Section 5. Disciplinary Notices and Actions. The Public Employer shall give one (1) written notice of reprimand to the employee with copies of the complaint to the Association and a copy to be put into the employee's file.

For second offense, a suspension of from one (1) to not more than five (5) days without pay may be levied.

For repeat violation, outright discharge may be levied. Three (3) warning notices within one (1) year period will constitute a repeated violation.

Section 6. Causes for Immediate Dismissal. No warning notice need be given to an employee before discharge providing the cause of discharge is for dishonesty, intoxication, drinking of alcoholic beverages on the job, destruction of City equipment or property, being under the influence of an unlawful drug, or unauthorized use of Employer's property or equipment.

Termination:

1. For deliberate violation of Policies
 - a. Employees may be terminated from their position at any time and without notice in case of intolerable or deliberate violation of City policies.
 - b. Employees terminated for deliberate violation of City policies will not receive accrued benefits as part of their terminal pay.
 - c. Reasons for termination for deliberate violation of City policies may include, but may not be limited to, the following:
 1. Incompetence or gross neglect of duty.
 2. Absence without leave.
 3. Insubordination/serious breach of discipline/refusing to accept assignment/willful refusal to obey an order.
 4. Use of controlled substances/intoxication or use of alcoholic beverages on the premises.
 5. Negligent or willful damage or misuse of property.
 6. Falsification of employment.
 7. Giving or accepting a bribe.
 8. Any form of abuse, either verbal or physical, or inconsiderate treatment of City patrons or fellow employees.

9. The theft/sabotage or willful destruction to City property or equipment.
10. Excessive use of sick leave.
11. Chronic tardiness or absenteeism.
12. Criminal offenses.
13. Dishonesty.
14. Violation of safety and health regulations.
15. Unauthorized use of the City's property or equipment.
16. Failure to direct or state complaints to the immediate supervisor of the employee prior to complaining to the Mayor or the Mayor's Assistant.

- d. If it is in the best interest of the City, employees who are being terminated under these circumstances may receive pay in lieu of the required notice. This action requires a Supervisors' approval.
- e. Termination for deliberate violation of policies should be approved by the Chief with consent of the Mayor. Employees who are terminated for deliberate policy violations shall not be re-employed by the City.

2. For reasons other than deliberate policy violations:

- a. At any time during the probationary period, employees may be terminated without notice for not meeting performance requirements.
- b. After their probationary period, employees who, in the judgment of the department head, are not meeting all the requirements for the position may be terminated by the department head by giving a two (2) weeks notice.
- c. If it is in the best interest of the City, employees who are being terminated under these circumstances may receive pay in lieu of the required notice. This action requires the approval of the Chief with the consent of the Mayor.
- d. Any employee whose position is being discontinued will be given every opportunity to be placed in another position within the city.

Section 7. Procedure for Discharge. Discharge must be by written notice to the employee, with a copy to the Association. A discharged employee may request within three (3) days, a review of the discharge; should such

investigation prove that the discharge was without cause, the employee shall be reinstated.

Suspension: Suspension is effective immediately. The reasons for the suspension, with or without pay, and a reinstatement or dismissal plan shall be in writing, signed by the employee acknowledging the action, and placed in the employee's personnel file. Suspension may not exceed 20 working days.

ARTICLE 9

Grievance Procedure

Section 1. The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

Section 2. A grievance is defined as a dispute between the Employer and the Association or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step One. An employee who has a grievance shall notify the Chief of Police or his/her designee orally within three (3) calendar days (excluding Saturday, Sunday, and holidays) after the occurrence of the event giving rise to the grievance. The Chief of Police or his/her designee shall investigate the grievance and shall give an oral answer within a period of three (3) calendar days (excluding Saturday, Sunday, and holidays). The failure of the Chief of Police or his/her designee to give an oral answer within said three (3) calendar days (excluding Saturday, Sunday, and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Two. If the grievance is not settled in Step One, the Aggrieved employee may present the grievance in writing to the appropriate council member or his/her designee within three (3) calendar days (excluding Saturday, Sunday, and holidays) after the answer of the Chief of Police or his/her designee was given; or, if no answer was given, within three (3) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. The grievance shall be signed by the employee or the Association and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the employee or the Association specifying what relief or remedy is desired. The Appropriate Council members or his/her designee

shall investigate the grievance and issue a decision in writing within a period of three (3) calendar days (excluding Saturday, Sunday, and holidays). The failure of the Appropriate Council member or his/her designee to issue a decision within said three (3) calendar days (excluding Saturday, Sunday, and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three. If the grievance is not settled in Step Two the aggrieved employee or the Association may present the grievance in writing to the Mayor or his/her designee within three (3) calendar days (excluding Saturday, Sunday, and holidays) after the decision of the Appropriate Council member or his/her designee was given; or, if no decision was given, within three (3) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. This written grievance shall contain the same information as was submitted to the Appropriate Council member or his/her designee. The Mayor or his/her designee shall investigate the grievance and shall convene a meeting of all interested parties within a period of three (3) calendar days (excluding Saturday, Sunday, and holidays). The Mayor or his/her designee shall issue a decision within three (3) calendar days of the meeting, and shall immediately report their decision to the City Council for their consideration and approval or disapproval.

Step Four. If the grievance is not settled in Step Three, the aggrieved employee or the Association may appeal to arbitration. The employee shall request arbitration by written notice submitted to the City Clerk within three (3) calendar days (excluding Saturday, Sunday, and holidays) from the date that the Mayor or his/her designee decision was given; or, if no decision was given, within three (3) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. The written notice shall contain the same information as required in the previous Step. When a timely request has been made for arbitration, a representative of the Employer and the employee or the Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) supervise calendar days of the Employer's receipt of the arbitration notice, the grievant shall request the Public Employment Relations Board (PERB) to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Association if the employee so chooses. The Association may also process a grievance on its own in accordance with the above procedures.

Section 5. The failure of an employee, or the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered abandoned and finally settled.

Section 6. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Association to the next step.

Section 7. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Association. Any decision rendered may not be retroactively applied beyond the date of occurrence.

Section 8. The Employer and the Association shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by all parties to the grievance, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 10

Payroll

Wage and Salary

1. Paydays will be bi-weekly. Time cards must be turned in to the payroll clerk by Monday of pay week at 10:00 a.m. Paychecks will be handed out or mailed on Thursday of pay week.
2. When a pay day falls on a holiday, employees shall be paid on the last working day preceding the holiday.

3. All employees will be paid for all hours worked. No work shall be performed without being recorded on time cards. It is not expected nor is it required that any employee perform any donated work time without compensation.
4. The City grants raises to take effect July 1, which is the first day of the fiscal year. The clerk is authorized to apply the raise in wages to hours worked in June during the bi-weekly pay period that preceded the first payroll check issued in July.
5. The City shall pay wages as shown on Exhibit A attached hereto and made a part of this contract by this reference

The Chief with the consent of the Mayor shall have the right to hire new employees at a starting wage equal to 90% of the highest wage paid to an employee in the pay class of the newly hired employee.

In addition, the City shall pay a shift premium of 45¢ per hour for the night shift, 6 p.m. to 6 a.m.

ARTICLE 11

Resignation

1. Employees shall provide two (2) weeks notice to the supervisor to be terminated in good standing. All employees to be considered terminated in good standing shall provide a written notice to the supervisor.
2. In the event of unusual or extenuating circumstances, the supervisor may accept a shorter period of notice.

ARTICLE 12

Leave of Absence with Pay

A. Court Appearance

All probationary and regular full time and part-time employees shall be granted time off with pay for appearance before a court, or other judicial or quasi-judicial body as a witness in an action involving the federal government, the State of Iowa, City of Monticello or political subdivision thereof in response to

a subpoena, or when such appearance is ordered by the department head in connection with the employee's work.

B. Funeral

A full time employee is entitled to three (3) paid days funeral leave for the immediate family: Father, Mother, Son, Daughter, Husband, Wife, Brother, Sister, Grandmother, Grandfather, Grandchildren, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Step-Children and Step-Grandchildren.

In order to receive the above funeral leave benefits, the employee must attend the funeral.

C. Worker's Compensation

Worker's compensation will be determined per State and Federal Law.

D. Snow Days

An employee shall be paid their regular days wages when bad road conditions such as snow, ice, flooding cause City Hall to be closed by an order of the Mayor. When this occurs, the employee shall not be required to use vacation time, compensation time, or floating holiday time. Upon issuance of such an order by the Mayor, the Mayor shall be responsible for closing City Hall and notifying the media.

E. Military Leave

The City shall comply with the statute (§29A.28, Code of Iowa) granting leave of absence for military duty as the same may be amended from time to time.

F. Sick Leave

1. Full-time employees may accumulate eight hours per month of sick leave but shall not be allowed to accumulate over 720 hours. Part-time employees may accumulate three hours per month of sick leave to a maximum of 360 hours; however, no part-time employee shall receive any payout for unused sick leave upon termination.

- a. Employees who have worked for the City eight years by June 30, 1998, will receive upon termination a sick leave payout of accrued

sick hours (maximum of 720 hours) divided by two, multiplied by the employee's hourly rate of pay as of June 30, 1998.

- b. Accrual of compensable sick leave hours shall terminate June 30, 1998, for all employees.
- c. Beginning July 1, 1998, all full time employees shall accrue sick leave hours at the rate of eight hours per month to a maximum of 720 hours.
- d. Employees who have completed less than eight years of employment by June 30, 1998, shall receive no compensation for unused sick leave upon termination.

2. A doctor's slip can be called for at any time by a Supervisor or the Mayor.

3. Sick leave is only to be used for the employee's sickness or disability. It is not to be used for any family illness, except that the employee may use up to 16 hours of accumulated sick leave for a family illness.

G. Casual Days

1. A full-time employee is entitled to two (2) casual days a year off from work for personal reasons, beginning each fiscal year. A fiscal year begins each July.

2. An employee who has not used or has been terminated or has resigned shall be paid for unused casual days.

3. Unused casual days shall be paid out on the last payroll of the fiscal year.

H. Jury Duty

1. Any employee called for jury duty shall be paid while attending. The rate of pay will be at regular pay, less the compensation for the jury duty.

I. Vacation Leave

- 1. Each full-time employee shall receive vacation from the date of employment as follows:

After 1 year – 5 working days

After 2 years - 10 working days
After 10 years – 15 working days
After 20 years – 20 working days

2. If an employee takes vacation before the end of the first year of employment, vacation will be without pay.

3. Part-time employees who work an average of 20 hours or more per week shall receive pro-rata pay for vacation. When an employee reaches their anniversary date of employment, the employee will be paid for any vacation unused in the previous year.

J. Holidays

1. The following legal holidays shall be observed by full-time staff as follows:

1. New Years Eve Day
2. New Years Day
3. Christmas Eve Day
4. Christmas Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Two personal holidays per year to be scheduled not less than one month before use.

2. Any full time/part time employee who is required to work on a designated holiday will be paid time and one-half for the hours worked that day, plus twelve hours pay for the holiday.

3. A full time employee working a holiday may take compensation time, but must do so within 30 days, unless approved by the Mayor, with exception of the Police Department. The shift employee will be subject to discretion by the Chief and Mayor.

ARTICLE 13

LEAVE WITHOUT PAY

A. Leave of Absence without pay

1. An employee may, upon written request and with the approval of the Council, be granted a leave of absence without pay.

B. Unauthorized Absence

1. An unauthorized absence of any employee from duty shall be considered absent without pay and will be grounds for disciplinary action by the Supervisor, Mayor or Council.

C. Maternity Leave

1. An employee who becomes pregnant shall be granted maternity leave without pay. The employee may elect to utilize accrued sick leave or vacation leave. Disability pay may be used at this time.

2. Maternity leave shall commence at a time prior to delivery as agreed upon by the employee and her physician. A certificate must be presented from the attending physician stating the length of time the employee should be allowed to work past the six month period.

3. The employer will provide for at least six weeks of unpaid maternity leave for use by an employee immediately after giving birth. The employer will provide for continued accrual of seniority and benefits by an employee during periods of maternity leave and requires reinstatement after leave.

ARTICLE 14

Outside Employment

1. City employees are not prohibited from other employment outside of the City. However, they should be aware that their time and loyalty must remain with the City.

2. In times of emergency, all city employees are subject to recall to the City. Any exceptions granted due to hardships in observance to the above policy shall rest solely in the discretion of the Monticello City Council.

ARTICLE 15

Physical

1. If the City requires an employee under this Collective Bargaining Agreement to have a medical examination, the examination will be performed by a physician of the City's choice at the City's cost.

2. Personnel Policy. Any employee of the City who is injured, on the job, may return to work and be assigned "light duty" work if such employee is able to perform the essential functions of the position and such light duty work is available and approved by the City Council, pending his/her medical clearance by a physician of the employer's choice, to resume normal work under the following conditions:

- a. The doctor who originally diagnosed and treated the injury certified in writing that the employee is capable of performing light duty work assignments.
- b. Said doctor designates the date upon which the employee may return to light duty work, and also the date upon which the employee may return to fulltime or normal work activity.
- c. Said doctor describes the type, nature or conditions that the employee is capable of temporarily performing when on light duty status.
- d. No injured employee will be permitted to return to work, whether on a light duty or normal basis, until presenting the above certification from their attending physician.

ARTICLE 16

Hospitalization Insurance

1. All full-time employees shall be eligible to enroll in group medical and hospital, dental, life insurance, cancer and disability plans on the ninetieth day after the beginning date of employment.

Insurance Benefit Package:

- 2 million-dollar lifetime major medical.

- 500/1000 deductible.
- Office visit (x-rays and lab). 90/10 in PPO – Ded 80/20 out of PPO.
- Preventative care (physical). 90/10 in PPO Doctor's Office on PPO Hospital Deductible 90/10, non-PPO deductible 80/20 hospital non-provider – 80/20
- Prescription drug card \$10 copay for generic /\$20 copay for brand name with no deductible. Non-participating pharmacy subject to deductible and 80/20 coinsurance.
- Dental (preventative 100% - 80/20 basic - 80/20 Major - 50/50 orthodontic)
- Disability 66 2/3 of wages for 26 weeks.
- 1st day of accident; 8th day of sickness
- Vision – Select Network Vision Plan. Maximum benefit per year \$150. \$35. – exam; \$115. – eyewear. \$5 copay for exam, \$10 copay for eyewear at PPO. Out of PPO plan will pay up to \$150. per year - \$35 exam and \$115 eyewear.
- Life Insurance \$20,000.

2. The City provides an insurance policy for disability and medical/dental/life insurance and vision care policy. The City pays the premium for single person coverage for full-time employees; and family coverage shall be paid entirely by the employee except that the City shall pay 15% of the premium for Family Coverage for the following employees: Officers Wagner and Brooks. No other employee present or future will have 15% of Family Coverage paid by the City.

3. The City employees and their immediate household family members shall receive ambulance transport and/or emergency medical care to be billed as follows: The Ambulance Department shall submit a bill to the employee's insurance carriers first. The City Ambulance Department will write off any expense not covered by insurance.

4. Health insurance coverage will remain the same as in the original 2001 Collective Bargaining Agreement between the City of Monticello and Monticello City Employees Bargaining Association. The City may obtain health insurance with a higher deductible if they wish to self-fund part of the deductible; however, the deductible cost to the employees shall remain at \$500 for single coverage and \$1,000 for family coverage.

5. The proposed drug card (Wellmark) has coverage of \$5/\$15/\$25. The current Collective Agreement states coverage is \$10 for generic and \$20 for brand name with no deductible at participating pharmacies. The City agrees that they will reimburse the employees \$5 for each prescription drug purchase that costs \$25.

ARTICLE 17

Overtime Pay

1. All work hours paid over 84 hours in a pay period, are overtime hours to be paid at time and one-half. Compensation time may be accrued instead of overtime, if permitted by the FLSA.

2. Overtime shall be paid to anyone working over 84 hours in any pay period. "Pay Period" is defined as the two week period during which an employee accrues hours to be paid at the end of said two week period, to include compensable Holiday, Casual, and Vacation days. Example: If an employee worked 76 hours and received compensation for 8 hours of holiday pay, and then had to work additional hours within said pay period, said additional hours would be paid at the overtime rate of pay.

3. Hourly personnel who are required to work on a City designated Holiday will be paid at time and one-half for the hours worked that day, plus eight (8) hours for working the Holiday.

4. Work schedules shall not be changed for the purpose of avoiding overtime premium pay. This language does not apply to part-time employees.

5. Unused compensatory time shall be paid out on the last payroll of the fiscal year.

ARTICLE 18

Supplemental Pay

1. Call Back. Any employee who is called back to their employment after completing their normal work shift shall be paid a minimum of two (2) hours for two (2) hours worked.

2. Longevity Pay.

a. At the beginning of the 10th year of employment, any employee will receive \$50 a year.

b. At the beginning of the 20th year of employment, any employee will receive \$100 a year thereafter.

ARTICLE 19

Termination Pay

1. An employee who is terminating normally will receive the final pay check no later than the first regularly scheduled pay day following termination.

ARTICLE 20

Clothing Allowance

All new police officers who have completed probation shall be reimbursed not to exceed \$375.00 for the purchase of clothing and equipment required by Department Rules and approved by the Chief of Police.

After the first year of employment each officer shall have a clothing allowance which shall be used to reimburse the officer for up to \$375.00 used to purchase duty-related clothing or equipment with prior approval by the Chief in his discretion. The allowance may not be used to purchase guns, knives or other dangerous weapons as defined in Chapter 702, Iowa Code.

Upon employment, and as determined to be necessary by the Chief of Police and Mayor, each officer shall be provided with the following clothing/equipment by the Employer at no cost to the Employee:

- 1) Two Badges
- 2) One Nametag
- 3) Collar Pins
- 4) One Whistle Chain
- 5) Two (2) summer uniform shirts, two (2) winter uniform shirts and two (2) pair of uniform pants
- 6) Full Duty Belt
- 7) One Winter Coat, as determined by Chief
- 8) One ballistic vest
- 9) Duty weapon
- 10) Handheld radio
- 11) Flashlight
- 12) Two (2) sets of handcuffs

The Employee shall be responsible for the maintenance, repair and replacement of the above enumerated clothing and equipment and shall be responsible for its' repair and replacement.

All equipment issued by the employer and/or replacement equipment purchased by the employee with employee's annual clothing and equipment allowance shall be the property of the Employer and shall be turned in to the Employer at the end of Employee's employ with the Employer.

If any of the above-referenced equipment is determined to be non-essential by the Chief of Police in consultation with the Mayor, it shall not be necessary for the Employer to issue and/or otherwise provide same to the Employee. In this event, the Employee shall not be required to have and/or purchase such non-essential equipment.

A newly hired officer, issued equipment as set forth herein, shall not be allowed an additional clothing allowance during said officer's first twelve months of employment. The officer shall be allowed a clothing/equipment allowance from the thirteenth month forward, prorated, monthly, depending upon where the thirteenth month may fall within the fiscal year.

ARTICLE 21

Break Allowance

1. Each employee shall be entitled to a maximum of sixty (60) minutes of break time during one twelve (12) hour shift, that may be exercised in any combination of 15 or 30 minute increments.

ARTICLE 22

City Vehicles

1. No employee is to drive or take the City vehicles home for their own personal use.

ARTICLE 23

Meetings, Seminars, Job Related Business

1. An employee shall be granted leave with pay to attend meetings, seminars and conventions of professional and technical organizations when such attendance is approved by the Chief of Police.

2. An employee who is attending such a meeting shall incur legitimate business expenses relating to the job, is eligible to receive reimbursement.

a. Mileage shall be paid at the maximum rate allowable set by the Internal Revenue Service. Providing the individual drives his/her own vehicle to and from the meeting, seminar or doing business that is job related.

b. Meals and lodging bills must be turned in to the City Clerk. Expenses for meals will be reimbursed as follows:

Twenty five dollars per day or fifteen dollars per day if dinner is provided as part of the cost of the seminar or meeting.

ARTICLE 24

Employment Status

Following initial employment, each full-time employee other than police officers shall complete a probationary period of one hundred and eighty (180) working days in all departments. Police officers shall complete probation as required by the Code of Iowa. Seasonal part time employees shall satisfactorily complete a ninety (90) working days probationary period before being granted permanent employee status. During the probationary period, performance is subject to close observation and review as to fitness and ability to carry out the responsibilities of the position by the immediate supervisor. An employee may be terminated with or without just cause at any time during the probationary period.

In the event the job performance of any employee who has reached the initial ninety (90) day or thirty (30) day period of employment is deemed by the Supervisor to be marginal, the probationary period may be extended. However, this extension shall not exceed the limits of an additional ninety (90) working days, thirty (30) working days or period of time. Should this occur, the employee will be fully advised in writing.

	A	B	C	D	E	F	G	H	I	J
1	POLICE OFFICER:	Date of Hire	Certified	Salary/Hrly Rate:	July 1, 04'	Jan 1, 05'	July 1, 05'	1-Jan-06	1-Jul-06	1-Jan-07
2										
3										
4	Sergeant Dawn Boeding	8/16/1994	Yes	\$15.10	\$15.70	\$15.70	\$16.20	\$16.20	\$16.70	\$16.70
5	Officer Keith Rowley	6/22/1998	Yes	\$14.55	\$15.15	\$15.15	\$15.65	\$15.65	\$16.15	\$16.15
6	Officer David Riches	6/30/2001	Yes	\$14.25	\$14.85	\$15.00	\$15.50	\$15.65	\$16.15	\$16.15
7	Officer Lee Bowstead	2/17/2003	Yes	\$13.95	\$14.55	\$14.70	\$15.20	\$15.35	\$15.85	\$16.00
8	Part-time Officer Garrett Cass	6/13/1997	Yes	\$13.30	\$13.90	\$13.90	\$14.40	\$14.40	\$14.90	\$14.90
9										
10	Total Full Time	2080		\$120,328.00	\$62,660.00	\$62,972.00	\$65,052.00	\$65,364.00	\$67,444.00	\$67,600.00
11	Total Part Time	832		\$11,065.60	\$5,782.40	\$5,782.40	\$5,990.40	\$5,990.40	\$6,198.40	\$6,198.40
12	TOTAL POLICE OFFICERS:			\$131,393.60	\$68,442.40	\$68,754.40	\$71,042.40	\$71,354.40	\$73,642.40	\$73,798.40
13										
14										
15										
16	TOTAL OFFICERS:			\$131,393.60	\$68,442.40	\$68,754.40	\$71,042.40	\$71,354.40	\$73,642.40	\$73,798.40
17										
18						\$137,196.80		\$142,396.80		\$147,440.80
19						\$5,803.20		\$5,200.00		\$5,044.00
20						4.42%		3.79%		3.54%
21					Saved: Public Safety Collective Bargaining 2004-2007					

	A	B	C	D	E	F	G	H	I
1	Subject to change due to rate change		1-Jul-04			Saved: Final Final Matrix			
2			180 DAY PROB	1 YEAR OR		Sheet 2			
3	POLICE OFFICER:	STARTING	AFTER PROB	AFTER CERT	YEAR 2	YEAR 3	YEAR 4	YEAR5	
4	Sergeant- Cert. - Full Time	\$14.80	\$15.05	\$15.20	\$15.35	\$15.50	\$15.65	\$15.80	
5	Non-Certified Full-time Officer	\$13.25	\$13.50	\$14.25					
6	Certified Full-time Officer	\$14.25	\$14.50	\$14.65	\$14.80	\$14.95	\$15.10	\$15.25	ft
7	Certified Part-time Officer	\$13.00	\$13.25	\$13.40	\$13.55	\$13.70	\$13.85	\$14.00	pt
8	Non -Certified Part-time Officer	\$12.00	\$12.25	\$13.00					
9	TOTAL OF POLICE OFFICER:	\$52.50	\$53.50	\$55.30	\$28.35	\$28.65	\$28.95	\$29.25	
10									
11									
12									
13	POLICE DISPATCH:	Starting:	180 DAY PROB	Year 1	Year 2	Year 3	Year 4	Year 5	
14	Part-time Dispatch	\$10.40	\$10.50	\$10.70	\$10.80	\$10.90	\$11.00	\$11.10	pt
15	Full-time Dispatch	\$10.80	\$10.95	\$11.10	\$11.20	\$11.30	\$11.40	\$11.50	ft
16	TOTAL OF DISPATCH:	\$21.20	\$21.45	\$21.80	\$22.00	\$22.20	\$22.40	\$22.60	
17									
18									
19									
20			1-Jan-05	6 mo. Yr. 1					
21				1 YEAR OR					
22	POLICE OFFICER:	STARTING	AFTER PROB	AFTER CERT	YEAR 2	YEAR 3	YEAR 4	YEAR5	
23									
24									
25	Sergeant- Cert. - Full Time	\$14.80	\$15.05	\$15.20	\$15.35	\$15.50	\$15.65	\$15.80	
26	Non-Certified Full-time Officer	\$13.25	\$13.50	\$14.25					
27	Certified Full-time Officer	\$14.25	\$14.50	\$14.65	\$14.80	\$14.95	\$15.10	\$15.25	ft
28	Certified Part-time Officer	\$13.00	\$13.25	\$13.40	\$13.55	\$13.70	\$13.85	\$14.00	pt
29	Non -Certified Part-time Officer	\$12.00	\$12.25	\$13.00					
30	TOTAL OF POLICE OFFICER:	\$52.50	\$53.50	\$55.30	\$28.35	\$28.65	\$28.95	\$29.25	
31									
32									
33	POLICE DISPATCH:								
34	Part-time Dispatch	\$10.40	\$10.50	\$10.70	\$10.80	\$10.90	\$11.00	\$11.10	pt
35	Full-time Dispatch	\$10.80	\$10.90	\$11.15	\$11.25	\$11.35	\$11.45	\$11.55	ft
36	TOTAL OF DISPATCH:	\$21.20	\$21.40	\$21.85	\$22.05	\$22.25	\$22.45	\$22.65	
37									
38									
39									
40			1-Jul-05						
41									
42									
43				1 YEAR OR					
44	POLICE OFFICER:	STARTING	AFTER PROB	AFTER CERT	YEAR 2	YEAR 3	YEAR 4	YEAR5	
45	Sergeant- Cert. - Full Time	\$15.30	\$15.55	\$15.70	\$15.85	\$16.00	\$16.15	\$16.30	start
46	Non-Certified Full-time Officer	\$13.75	\$14.00	\$14.75					
47	Certified Full-time Officer	\$14.75	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	ft
48	Certified Part-time Officer	\$13.50	\$13.75	\$13.90	\$14.05	\$14.20	\$14.35	\$14.50	pt
49	Non -Certified Part-time Officer	\$12.50	\$12.75	\$13.50					
50	TOTAL OF POLICE OFFICER:	\$69.80	\$71.05	\$73.00	\$45.20	\$45.65	\$46.10	\$46.55	
51									
52									
53									
54	POLICE DISPATCH:								
55	Part-time Dispatch	\$10.90	\$11.00	\$11.15	\$11.30	\$11.40	\$11.50	\$11.60	pt
56	Full-time Dispatch	\$11.30	\$11.40	\$11.55	\$11.80	\$11.90	\$12.00	\$12.10	ft
57	TOTAL OF DISPATCH:	\$22.20	\$22.40	\$22.70	\$23.10	\$23.30	\$23.50	\$23.70	
58									
59									
60									
61									
62			1-Jan-06						
63									
64									
65				1 YEAR OR					
66	POLICE OFFICER:	STARTING	AFTER PROB	AFTER CERT	YEAR 2	YEAR 3	YEAR 4	YEAR5	
67	Sergeant- Cert. - Full Time	\$15.30	\$15.55	\$15.70	\$15.85	\$16.00	\$16.15	\$16.30	
68	Non-Certified Full-time Officer	\$13.75	\$14.00	\$14.75					
69	Certified Full-time Officer	\$14.75	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	
70	Certified Part-time Officer	\$13.50	\$13.75	\$13.90	\$14.05	\$14.20	\$14.35	\$14.50	
71	Non -Certified Part-time Officer	\$12.50	\$12.75	\$13.50					
72	TOTAL OF POLICE OFFICER:	\$69.80	\$71.05	\$73.00	\$45.20	\$45.65	\$46.10	\$46.55	
73									
74									
75									
76	POLICE DISPATCH:								
77	Part-time Dispatch	\$10.90	\$11.00	\$11.10	\$11.30	\$11.40	\$11.50	\$11.60	pt
78	Full-time Dispatch	\$11.30	\$11.45	\$11.60	\$11.85	\$11.95	\$12.05	\$12.15	ft

